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**DONELAN, CLEARY, WOOD & MASER, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750

1100 NEW YORK AVENUE, N.W.

WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

December 22, 1995

Recordation No. 5749-I

DEC 24 1995 10:11 AM

5749-I

Dear Mr. Williams:

On behalf of First Trust of California, National Association, successor to Wells Fargo Bank, N.A., Secured Party, I submit for filing and recording under 49 U.S.C. § 11303 and the regulations promulgated thereunder, counterparts of a secondary document, not previously recorded, entitled Full Release ("Release"), executed as of December 22, 1995.

The party executing the enclosed Release is:

First Trust of California, National Association  
Suite 1150  
101 California Street  
San Francisco, CA 94111

- RELEASING PARTY

The said Release is a full release by the Releasing Party of all of its right, title and interest in, to and under that certain Security Agreement-Trust Deed, as supplemented and amended and all units of rolling stock covered therein and thereby. The said Security Agreement -- Trust Deed, as supplemented and amended, is filed and recorded under Recordation No. 5749 and subparts thereof, and the Release should be recorded under the next available letter under Recordation No. 5749, which we believe is "I."

The units of rolling stock covered by the enclosed Release are all units covered in the Security Agreement-Trust Deed, as supplemented and amended.

A short summary of the Release to appear in the ICC Index is as follows:

"FULL RELEASE."

Enclosed is a check in the amount of twenty one (\$21.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the documents not required for filing purposes, together with the letter/fee receipt from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,

*Allen H. Harrison, Jr.*

Allen H. Harrison, Jr.

Attorney for First Trust of California, National Association, successor to Wells Fargo Bank, N.A.,  
for the purpose of this filing.

Counterpart - i. H. Harrison

ICC INDEXED  
DEC 27 1995



INTERSTATE COMMERCE COMMISSION  
Washington, D.C. 20423-0001

Office Of The Secretary

12/22/95

Allen H. Harrison, Jr.  
Donelan, Cleary, Wood & Maser, P. C.  
1100 New York Avenue, NW, Ste. 750  
Washington, DC., 20005-3934

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/22/95 at 10:15AM , and assigned recordation number(s). 5749-I.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

(0100901010)

\$21.00 The amount indicated at the left has been received in payment of a fee in connection with document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

5749-1

5749-1

FULL RELEASE

2 1995 AM

KNOW ALL PERSONS BY THESE PRESENTS THAT

WHEREAS, W.H. Ruskaup and Ben Maushardt, Trustee under a Trust Agreement dated as of April 1, 1970 (Union Carbide Corporation, U.C. Trust No. 1), as Debtor, and Wells Fargo Bank, N.A., Security Trustee, as Secured Party, did enter into that certain Security Agreement — Trust Deed dated as of June 1, 1970, which was filed and recorded with the Interstate Commerce Commission ("ICC") on June 15, 1970 under Recordation No. 5749, and

WHEREAS, First Supplemental Security Agreement — Trust Deed between Debtor and Secured Party, dated as of September 1, 1970, was filed and recorded with the ICC September 15, 1970 under Recordation No. 5749-A, and

WHEREAS, Second Supplemental Security Agreement — Trustee Deed between Debtor and Secured Party, dated as of December 1, 1970, was filed and recorded with the ICC December 15, 1970 under Recordation No. 5749-B, and

WHEREAS, Third Supplemental Security Agreement — Trustee Deed between Debtor and Secured Party, dated as of March 1, 1971, was filed and recorded with the ICC March 15, 1971, and

WHEREAS, Fourth Supplemental Security Agreement — Trustee Deed between Debtor and Secured Party, dated as of June 1, 1971, was filed and recorded with the ICC June 15, 1971 under Recordation No. 5749-D, and

WHEREAS, Wells Fargo Bank, National Association, as Assignor/Transferor, and Bankers Trust Company of California, National Association, as Assignee/Transferee did enter into that certain Agreement to Assign and Transfer Interest in Lease of Railroad Equipment dated August 17, 1987, filed and recorded with the ICC on March 15, 1988 under Recordation No. 5749-E, and

WHEREAS, Bankers Trust Company of California, National Association, as Assignor/Transferor, and First Trust of California, National Association, as Assignee/Transferee did enter into that certain Agreement to Assign and Transfer Interest in Lease of Railroad Equipment dated July 6, 1992, filed and recorded with the ICC on July 6, 1992 under Recordation No. 5749-F, and

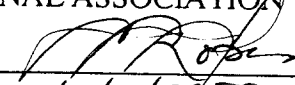
WHEREAS, Union Bank, as Trustor, Trust Company for USL, Inc., as Successor Trustee and United States Leasing International, Inc., as Agent did enter into that certain Appointment of Successor Trustee under Trust Agreement, dated as of September 28, 1993, filed and recorded with the ICC on October 1, 1993 under Recordation No. 5749-G, whereby Trust Company for USL, Inc. became the Successor Trustee to W.H. Ruskaup and Ben Maushardt and thus the successor Debtor under the aforesaid Security Agreement — Trust Deed, and

WHEREAS, the obligations secured by the aforesaid Security Agreement — Trust Deed have been satisfied and discharged;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and intending to be legally bound, First Trust of California, National Association, successor to Wells Fargo Bank, National Association, as Secured Party, does hereby release and terminate in *toto* the aforesaid Security Agreement — Trust Deed and fully releases and discharges all the collateral described and covered therein and thereby.

IN WITNESS WHEREOF, First Trust of California, National Association, has duly executed this FULL RELEASE as of this 19<sup>th</sup> day of December 1995.

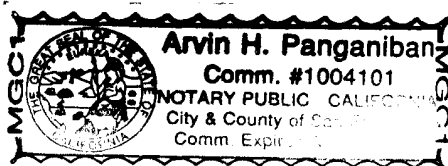
FIRST TRUST OF CALIFORNIA,  
NATIONAL ASSOCIATION

By:   
Name: L. L. LOPES  
Title: Assistant Vice President

STATE OF California )  
COUNTY OF San Francisco ) SS:

On this 19<sup>th</sup> day of December, 1995 before me personally appeared Leo L. Lopes, to me personally known, who being by me duly sworn, says that he/she is the Assistant Vice President of First Trust of California, National Association, that the foregoing instrument was signed on behalf of First Trust of California, National Association. by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of First Trust of California, National Association.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[SEAL]

Arvin H. Panganiban  
Notary Public

My Commission expires:

